

**K. Chad Burgess**  
Managing Counsel  
Dominion Energy Services, Inc.

220 Operation Way, MC C222, Cayce, SC 29033  
DominionEnergy.com



March 25, 2021

**VIA ELECTRONIC FILING**

The Honorable Jocelyn Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive  
Columbia, South Carolina 29211

RE: Assignments and Assumption of Contract for Gas Service between  
Dominion Energy South Carolina, Inc. and Lexington Health, Inc. d/b/a  
Lexington Medical Center

Dear Ms. Boyd:

Enclosed for filing only are three (3) Assignment and Assumption of Contract  
for Gas Service among Dominion Energy South Carolina, Inc., Lexington County  
Health Services District, Inc., and Lexington Health, Inc. d/b/a Lexington Medical  
Center.

By copy of this letter, we are providing counsel for the South Carolina Office of  
Regulatory Staff with a copy of the enclosed documents for its records.

If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in blue ink, appearing to read "K. Chad Burgess", written over a light blue horizontal line.

K. Chad Burgess

KCB/kms  
Enclosures

cc: Jeffrey M. Nelson, Esquire  
(via U.S. First Class Mail and electronic mail w/enclosure)



## ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR GAS SERVICE

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is entered into by and among **Dominion Energy South Carolina, Inc.**, formerly known as South Carolina Electric & Gas Company ("Consenting Party" or "DESC"), **Lexington County Health Services District, Inc.**, ("Assignor" or "Lexington County Health Services District, Inc.") and **Lexington Health, Inc., D/B/A Lexington Medical Center** ("Assignee" or "Customer"). Consenting Party, Assignor and Assignee may be referred to herein collectively as the "Parties."

### RECITALS

WHEREAS, Consenting Party and Assignor are parties to a Contract for Gas Service effective June 28, 2010 (hereafter the "Lexington County Health Services District, Inc. Contract");

WHEREAS, Since the Original Contract was first entered into, the Company has changed its name from South Carolina Electric & Gas Company to Dominion Energy South Carolina, Inc.;

WHEREAS, Assignee is now the owner of the facility located at 811 West Main St., Lexington, SC 29072 which is the Premise (as defined in the Lexington County Health Services District, Inc. Contract) for which Consenting Party is to provide gas service;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights and obligations under the Lexington County Health Services District, Inc. Contract and Assignee desires to assume all of those rights and obligations;

WHEREAS, the Lexington County Health Services District, Inc., Contract requires Consenting Party to consent to such an assignment and the Parties recognize that it is in their mutual interests for such an assignment to be made;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties, intending to be legally bound, hereby agree and provide as follows:

### AGREEMENT

1. **Recitals.** The recitals set forth above are an integral part of this Assignment. All defined terms used in this Assignment shall have the same meaning as in the Lexington County Health Services District, Inc. Contract unless otherwise specified.
2. **New Contact Information and Assignment Language.**  
The Parties agree that upon the Assignment Effective Date, the following shall apply:
  - a. Contact Information:
    - i. Customer's Legal Name" shall be **Lexington Health, Inc., D/B/A Lexington Medical Center**;
    - ii. Customer's "Billing Address" shall be:  
2720 Sunset Blvd.  
West Columbia, SC 29169



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- b. Notwithstanding anything to the contrary in the Lexington County Health Services District, Inc. Contract, Customer shall not assign the Lexington Health Services District, Inc. Contract or its rights thereunder without the prior written consent of DESC, which consent may be withheld in the exercise of DESC's sole discretion.

3. **Assignment.**

- a. Lexington County Health Services District, Inc. Contract.
  - i. Consenting Party and Assignor acknowledge that up until the Assignment Effective Date below the Lexington County Health Services District, Inc. Contract is in full force and effect, has not been amended (except as specifically mentioned above), modified, or supplemented in any way, and constitutes the legal, valid and binding obligations of the Consenting Party and the Assignor, respectively, except as such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally.
  - ii. Consenting Party hereby consents to the assignment of the Lexington County Health Services District, Inc. Contract from the Assignor to the Assignee as of the Assignment Effective Date in accordance with the terms hereof and hereby agrees to release the Assignor as of the Assignment Effective Date from its obligations under the Lexington County Health Services District, Inc. Contract in consideration for the assumption of such obligations by the Assignee. Assignor shall retain all rights and remain liable for all obligations that arise under the Lexington County Health Services District, Inc. Contract up to the Assignment Effective Date.
- b. Assignee hereby agrees to assume all of the obligations of Assignor under the Lexington County Health Services District, Inc. Contract and fulfill all of Assignor's obligations to Consenting Party from and after the Assignment Effective Date in accordance with the terms and conditions of the Lexington County Health Services District, Inc. Contract.
- c. Effective as of and from the Assignment Effective Date, the Assignor hereby releases and forever discharges, and agrees not to make any claim against, the Consenting Party from (i) the observance and performance of the covenants, representations and warranties under the Lexington County Health Services District, Inc. Contract on and after the Assignment Effective Date, and (ii) any and all losses, costs, obligations and claims as a consequence of or relating to any claims to the extent arising out of, or which are in any way related to or accruing from, the



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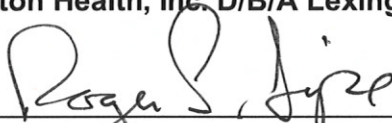
Lexington County Health Services District, Inc. Contract on and after the  
Assignment Effective Date.

Except as modified by this Assignment, all other provisions of the Lexington County  
Health Services District, Inc. Contract shall remain in full force and effect.

In Witness whereof, the Parties hereto have caused this Assignment to be duly executed  
with an effective date of March 19, 2021, (the "Assignment Effective Date").

**ASSIGNEE:**

**Lexington Health, Inc. D/B/A Lexington Medical Center**

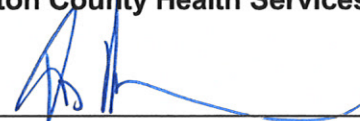
By: 

Name: Roger Sipe

Its: Senior VP, Operations

**ASSIGNOR:**

**Lexington County Health Services District, Inc.**

By: 

Name: Todd Augsburger

Its: President & CEO

**CONSENTING PARTY:**

**Dominion Energy South Carolina, Inc.**

By: Daniel F. Kassis

Name: Daniel F. Kassis

Its: GM – Strategic Partnerships & Renewable Energy, Authorized Representative



## ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR GAS SERVICE

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is entered into by and among **Dominion Energy South Carolina, Inc.**, formerly known as South Carolina Electric & Gas Company ("Consenting Party" or "DESC"), **Lexington County Health Services District, Inc., (Central Utility Building)** ("Assignor" or "Lexington County Health Services District, Inc.") and **Lexington Health, Inc., D/B/A Lexington Medical Center** ("Assignee" or "Customer"). Consenting Party, Assignor and Assignee may be referred to herein collectively as the "Parties."

### RECITALS

WHEREAS, Consenting Party and Assignor are parties to a Contract for Gas Service effective August 13, 2018 (hereafter the "Lexington County Health Services District, Inc., (Central Utility Building) Contract";

WHEREAS, Since the Original Contract was first entered into, the Company has changed its name from South Carolina Electric & Gas Company to Dominion Energy South Carolina, Inc.;

WHEREAS, Assignee is now the owner of the facility located at 116 West Main St., West Columbia, SC 29169 which is the Premise (as defined in the Lexington County Health Services District, Inc. Contract) for which Consenting Party is to provide gas service;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights and obligations under the Lexington County Health Services District, Inc., (Central Utility Building) Contract and Assignee desires to assume all of those rights and obligations;

WHEREAS, the Lexington County Health Services District, Inc., (Central Utility Building), Contract requires Consenting Party to consent to such an assignment and the Parties recognize that it is in their mutual interests for such an assignment to be made;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties, intending to be legally bound, hereby agree and provide as follows:

### AGREEMENT

1. **Recitals.** The recitals set forth above are an integral part of this Assignment. All defined terms used in this Assignment shall have the same meaning as in the Lexington County Health Services District, Inc., (Central Utility Building) Contract unless otherwise specified.
2. **New Contact Information and Assignment Language.**  
The Parties agree that upon the Assignment Effective Date, the following shall apply:

- a. Contact Information:
  - i. Customer's Legal Name" shall be **Lexington Health, Inc., D/B/A Lexington Medical Center**;



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- ii. Customer's "Billing Address" shall be:  
2720 Sunset Blvd.  
West Columbia, SC 29169

- b. Notwithstanding anything to the contrary in the Lexington County Health Services District, Inc., (Central Utility Building) Contract, Customer shall not assign the Lexington County Health Services District, Inc. Contract or its rights thereunder without the prior written consent of DESC, which consent may be withheld in the exercise of DESC's sole discretion.

3. **Assignment.**

- a. Lexington County Health Services District, Inc., (Central Utility Building) Contract.
- i. Consenting Party and Assignor acknowledge that up until the Assignment Effective Date below the Lexington County Health Services District, Inc., (Central Utility Building) Contract is in full force and effect, has not been amended (except as specifically mentioned above), modified, or supplemented in any way, and constitutes the legal, valid and binding obligations of the Consenting Party and the Assignor, respectively, except as such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally.
  - ii. Consenting Party hereby consents to the assignment of the Lexington County Health Services District, Inc., (Central Utility Building) Contract from the Assignor to the Assignee as of the Assignment Effective Date in accordance with the terms hereof and hereby agrees to release the Assignor as of the Assignment Effective Date from its obligations under the Lexington County Health Services District, Inc., (Central Utility Building) Contract in consideration for the assumption of such obligations by the Assignee. Assignor shall retain all rights and remain liable for all obligations that arise under the Lexington County Health Services District, Inc., (Central Utility Building) Contract up to the Assignment Effective Date.
- b. Assignee hereby agrees to assume all of the obligations of Assignor under the Lexington County Health Services District, Inc., (Central Utility Building) Contract and fulfill all of Assignor's obligations to Consenting Party from and after the Assignment Effective Date in accordance with the terms and conditions of the Lexington County Health Services District, Inc., (Central Utility Building) Contract.
- c. Effective as of and from the Assignment Effective Date, the Assignor hereby releases and forever discharges, and agrees not to make any claim against, the Consenting Party from (i) the observance and



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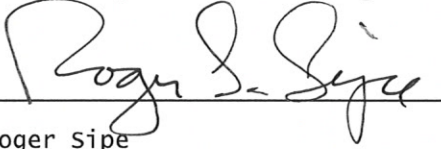
performance of the covenants, representations and warranties under the Lexington County Health Services District, Inc., (Central Utility Building) Contract on and after the Assignment Effective Date, and (ii) any and all losses, costs, obligations and claims as a consequence of or relating to any claims to the extent arising out of, or which are in any way related to or accruing from, the Lexington County Health Services District, Inc., (Central Utility Building) Contract on and after the Assignment Effective Date.

Except as modified by this Assignment, all other provisions of the Lexington County Health Services District, Inc., (Central Utility Building) Contract shall remain in full force and effect.

In Witness whereof, the Parties hereto have caused this Assignment to be duly executed with an effective date of March 19, 2021, (the "Assignment Effective Date").

**ASSIGNEE:**

**Lexington Health, Inc. D/B/A Lexington Medical Center**

By: 

Name: Roger Sipe

Its: Senior VP, Operations

**ASSIGNOR:**

**Lexington County Health Services District, Inc., (Central Utility Building)**

By: 

Name: Todd Augsburger

Its: President & CEO

**CONSENTING PARTY:**

**Dominion Energy South Carolina, Inc.**

By: Daniel F. Kassis

Name: Daniel F. Kassis

Its: GM – Strategic Partnerships & Renewable Energy, Authorized Representative



## ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR GAS SERVICE

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is entered into by and among **Dominion Energy South Carolina, Inc.**, formerly known as South Carolina Electric & Gas Company ("Consenting Party" or "DESC"), **Lexington County Health Services District, Inc.**, ("Assignor" or "Lexington County Health Services District, Inc.") and **Lexington Health, Inc., D/B/A Lexington Medical Center** ("Assignee" or "Customer"). Consenting Party, Assignor and Assignee may be referred to herein collectively as the "Parties."

### RECITALS

WHEREAS, Consenting Party and Assignor are parties to a Contract for Gas Service effective April 25, 2005 (hereafter the "Lexington County Health Services District, Inc. Contract");

WHEREAS, Since the Original Contract was first entered into, the Company has changed its name from South Carolina Electric & Gas Company to Dominion Energy South Carolina, Inc.;

WHEREAS, Assignee is now the owner of the facility located at 2720 Sunset Blvd., West Columbia, South Carolina 29169 which is the Premise (as defined in the Lexington County Health Services District, Inc. Contract) for which Consenting Party is to provide gas service;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights and obligations under the Lexington County Health Services District, Inc. Contract and Assignee desires to assume all of those rights and obligations;

WHEREAS, the Lexington County Health Services District, Inc., Contract requires Consenting Party to consent to such an assignment and the Parties recognize that it is in their mutual interests for such an assignment to be made;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties, intending to be legally bound, hereby agree and provide as follows:

### AGREEMENT

1. **Recitals.** The recitals set forth above are an integral part of this Assignment. All defined terms used in this Assignment shall have the same meaning as in the Lexington County Health Services District, Inc. Contract unless otherwise specified.

2. **New Contact Information and Assignment Language.**

The Parties agree that upon the Assignment Effective Date, the following shall apply:

- a. Contact Information:

- i. Customer's Legal Name" shall be **Lexington Health, Inc., D/B/A Lexington Medical Center**;
- ii. Customer's "Billing Address" shall be:  
2720 Sunset Blvd.  
West Columbia, SC 29169



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- b. Notwithstanding anything to the contrary in the Lexington County Health Services District, Inc. Contract, Customer shall not assign the Lexington Health Services District, Inc. Contract or its rights thereunder without the prior written consent of DESC, which consent may be withheld in the exercise of DESC's sole discretion.

3. **Assignment.**

- a. Lexington County Health Services District, Inc. Contract.
  - i. Consenting Party and Assignor acknowledge that up until the Assignment Effective Date below the Lexington County Health Services District, Inc. Contract is in full force and effect, has not been amended (except as specifically mentioned above), modified, or supplemented in any way, and constitutes the legal, valid and binding obligations of the Consenting Party and the Assignor, respectively, except as such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally.
  - ii. Consenting Party hereby consents to the assignment of the Lexington County Health Services District, Inc. Contract from the Assignor to the Assignee as of the Assignment Effective Date in accordance with the terms hereof and hereby agrees to release the Assignor as of the Assignment Effective Date from its obligations under the Lexington County Health Services District, Inc. Contract in consideration for the assumption of such obligations by the Assignee. Assignor shall retain all rights and remain liable for all obligations that arise under the Lexington County Health Services District, Inc. Contract up to the Assignment Effective Date.
- b. Assignee hereby agrees to assume all of the obligations of Assignor under the Lexington County Health Services District, Inc. Contract and fulfill all of Assignor's obligations to Consenting Party from and after the Assignment Effective Date in accordance with the terms and conditions of the Lexington County Health Services District, Inc. Contract.
- c. Effective as of and from the Assignment Effective Date, the Assignor hereby releases and forever discharges, and agrees not to make any claim against, the Consenting Party from (i) the observance and performance of the covenants, representations and warranties under the Lexington County Health Services District, Inc. Contract on and after the Assignment Effective Date, and (ii) any and all losses, costs, obligations and claims as a consequence of or relating to any claims to the extent arising out of, or which are in any way related to or accruing from, the



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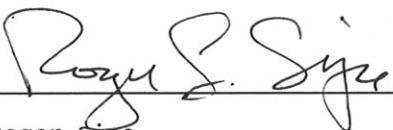
Lexington County Health Services District, Inc. Contract on and after the  
Assignment Effective Date.

Except as modified by this Assignment, all other provisions of the Lexington County  
Health Services District, Inc. Contract shall remain in full force and effect.

In Witness whereof, the Parties hereto have caused this Assignment to be duly executed  
with an effective date of March 19, 2021, (the "Assignment Effective Date").

**ASSIGNEE:**

**Lexington Health, Inc. D/B/A Lexington Medical Center**

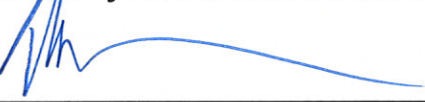
By: 

Name: Roger Sipe

Its: Senior VP, Operations

**ASSIGNOR:**

**Lexington County Health Services District, Inc.**

By: 

Name: Tod Augsburger

Its: President & CEO

**CONSENTING PARTY:**

**Dominion Energy South Carolina, Inc.**

By: Daniel F. Kassis

Name: Daniel F. Kassis

Its: GM – Strategic Partnerships & Renewable Energy, Authorized Representative